

L16000211600

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

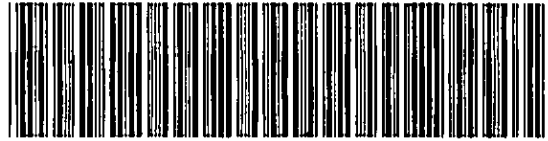
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2022 AUG 18 PM 5:38

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LLC
Merger

10/04/22

DC

E-mail: nabney@gdcrlaw.com
Phone: (770) 422-1776

Via Federal Express

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

August 17, 2022

Re: Articles of Merger for Talon Property Services, LLC, Document No. L16000211600

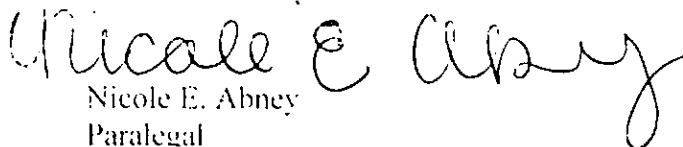
Dear Sir or Madam:

Enclosed for filing please find the form Articles of Merger pursuant to Section 605.1025 Florida Statutes merging Talon Property Services, LLC, a Florida limited liability company into and with Talon Property Services, LLC, a Georgia limited liability company.

Also enclosed are (1) a copy of the approved and filed Certificate of Merger from the Georgia Secretary of State issued on August 17, 2022 and (2) a firm check in the amount of \$80.00 for each Limited Liability Company party to the merger and a certified copy of this filing.

Should you have any questions or concerns, please do not hesitate to contact me.
Thank you.

Sincerely,
GDCR Attorneys at Law


Nicole E. Abney
Paralegal

/NEA
Enclosures

3599054_1

49 Atlanta Street
Marietta, Georgia 30060

2951 Flowers Road South, Suite 22C
Atlanta, Georgia 30341

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: **Talon Property Services, LLC**

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Nicole E. Abney

Contact Person

GDCR Attorneys at Law

Firm/Company

49 Atlanta Street

Address

Marietta, GA 30060

City, State and Zip Code

nabney@gdcrlaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Nicole E. Abney

at (

770

422-1776

Name of Contact Person

Area Code

Daytime Telephone Number

☒ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

Articles of Merger
For
Florida Limited Liability Company

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Talon Property Services, LLC	Florida	LLC
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Talon Property Services, LLC	Georgia	LLC
_____	_____	_____

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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CLERK OF COURT
JULIA

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☒ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

Rob Heller (a/k/a Robert Heller)

P.O. Box 1065

Decatur, GA 30031

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

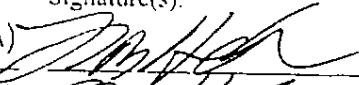
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

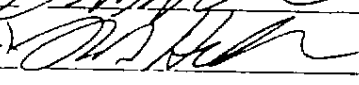
Typed or Printed
Name of Individual:

Talon Property Services, LLC (GA)



Rob Heller (a/k/a Robert Heller), Member/Manager

Talon Property Services, LLC (FL)



Rob Heller (a/k/a Robert Heller), Member/Manager

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

Fees: For each Limited Liability Company:

\$25.00

For each Corporation:

\$35.00

For each Limited Partnership:

\$52.50

For each General Partnership:

\$25.00

For each Other Business Entity:

\$25.00

Certified Copy (optional):

\$30.00

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF MERGER

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia Annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of **08/15/2022**. Attached is a true and correct copy of the said filing.

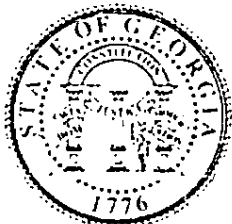
Surviving Entity:

TALON PROPERTY SERVICES, LLC, a Domestic Limited Liability Company

Nonsurviving Entity/Entities:

Talon Property Services, LLC, a Foreign Non-Qualifying Entity

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **08/17/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

**ARTICLES OF MERGER
OF TALON PROPERTY SERVICES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
WITH AND INTO TALON PROPERTY SERVICES, LLC,
A GEORGIA LIMITED LIABILITY COMPANY**

ARTICLE I

Approval by Board of Directors

The Agreement and Plan of Merger attached to these Articles of Merger as Exhibit A and incorporated herein by this reference, was duly approved by the Members of Talon Property Services, LLC, a Florida limited liability company and the Members of Talon Property Services, LLC, a Georgia limited liability company.

ARTICLE II

Name

The name of the surviving company is Talon Property Services, LLC, a Georgia limited liability company (the "Company").

ARTICLE III

Approval and Authorization by Members

Pursuant to O.C.G.A. § 14-11-903, all the members of Talon Property Services, LLC, a Florida limited liability company and all the members of Talon Property Services, LLC, a Georgia limited liability company have approved and authorized the Agreement and Plan of Merger and contemplated Merger therein.

ARTICLE IV

Effective Time

Pursuant to the Agreement and Plan of Merger, the merger of Talon Property Services, LLC, a Florida limited liability company, and Talon Property Services, LLC, a Georgia limited liability company, shall be effective as of the filing of these Articles.

ARTICLE V

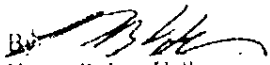
Records

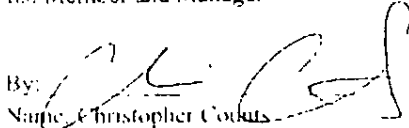
A copy of the Agreement and Plan of Merger is on file at the principal address of the surviving entity, 730 Pryor Street SW, Atlanta, Georgia, 30315, and shall be furnished on request and without cost to any owner of any entity which is a party to this merger.

[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger effective as of the 15 day of August, 2022.

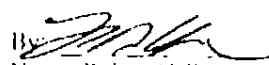
TALON PROPERTY SERVICES, LLC, a
Florida limited liability company

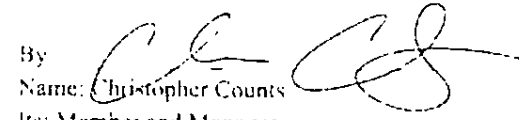
By: 
Name: Robert Heller
Its: Member and Manager

By: 
Name: Christopher Counts
Its: Member and Manager

[Corporate Seal]

TALON PROPERTY SERVICES, LLC, a
Georgia limited liability company

By: 
Name: Robert Heller
Its: Member and Manager

By: 
Name: Christopher Counts
Its: Member and Manager

[Corporate Seal]

Exhibit A

Agreement and Plan of Merger

[See attachment.]

**AGREEMENT AND PLAN OF MERGER
OF TALON PROPERTY SERVICES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
WITH AND INTO TALON PROPERTY SERVICES, LLC,
A GEORGIA LIMITED LIABILITY COMPANY**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into effective as of August 15, 2022 (the "Agreement Date"), by and between TALON PROPERTY SERVICES, LLC, a Florida limited liability company (the "Foreign Entity") and TALON PROPERTY SERVICES, LLC, a Georgia limited liability company (the "Company"). The Foreign Entity and the Company may be sometimes collectively referred to herein as the "Constituent Companies".

Statement of Purpose:

A. Talon is a limited liability company organized and existing under the laws of the State of Florida, with its principal office located at 711 Pinellas Street Clearwater, FL 33756.

B. The Company is a limited liability company organized and existing under the laws of the State of Georgia, with its principal office therein located at 730 Pryor Street SW, Atlanta, GA 30315.

C. The laws of the State of Georgia permit a merger of the Constituent Companies.

D. The sole Members and Managers of the Foreign Entity and the Company, have (1) determined that it is advisable and for the benefit of each of the Constituent Companies and their members, that the Foreign Entity be merged with and into the Company on the terms and conditions hereinafter set forth; (2) by resolutions duly adopted have adopted the terms and conditions of this Agreement; and (3) directed that the proposed merger be submitted to the members of the Constituent Companies and recommend the approval of the terms and conditions of the merger as hereinafter set forth.

Agreement:

NOW, THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Constituent Companies hereby agree as follows:

**ARTICLE I
The Merger Transaction**

Section 1.1 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as hereinafter defined) the Foreign Entity shall be merged with and into the Company (the "Merger") in accordance with the provisions of the Georgia Limited Liability Company Act. Following the Merger, the Company shall continue as the surviving company

(the "Surviving Company"), and the separate corporate existence of the Foreign Entity shall cease.

Section 1.2 Effects of the Merger. From and after the Effective Time, the separate existence of the Foreign Entity shall cease and, in accordance with the terms of this Agreement, the title to all real estate, licensure and other property owned by the Foreign Entity shall be vested in the Surviving Company without reversion or impairment; the Surviving Company shall have all liabilities of each of the Constituent Companies; all rights and obligations of contracts of the Constituent Companies shall fully insure to the Surviving Company; any proceedings pending against any Constituent Companies may be continued as if the Merger did not occur or the Surviving Company may be substituted in its place; and the Merger shall otherwise have the effects set forth in this Agreement.

Section 1.3 The Closing. The closing of the Merger (the "Closing") shall be effected by the execution and delivery of documents by such combination of electronic mail and original documents as the parties may mutually determine (such date, the "Closing Date"). The Closing Date may be postponed to a later time and date by mutual agreement of the parties. If the Closing is postponed to a later date, all references to the Closing Date in this Agreement shall refer to such later date.

Section 1.4 Effective Time. Upon the terms and subject to the satisfaction or waiver of the conditions of this Agreement, at the Closing (or at such other time as the parties may agree, the Foreign Entity and the Company shall (a) execute and file with the Georgia Secretary of State appropriate articles of merger (the "Articles of Merger") in accordance with the Georgia Limited Liability Company Act; and (b) make all other filings or recordings as required by law in connection with the Merger. The Merger shall be consummated upon the filing of the Articles of Merger with the Georgia Secretary of State or at such later time as is agreed upon by the parties and specified in the Articles of Merger. The time the Merger becomes effective is referred to in this Agreement as the "Effective Time."

Section 1.5 Further Action. From and after the Agreement Date, the Constituent Companies shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time the Company shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of the Foreign Entity, the last acting managers of the Foreign Entity, or the corresponding managers of the Company, as the case may be, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Company, and otherwise to carry out the purposes of this Agreement.

ARTICLE II
Terms of Merger

Section 2.1 Conversion of the Foreign Entity's Membership Interests. As of the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Companies or their respective members, each share of the Foreign Entity's membership interests (a "Membership Interest" and, collectively, the "Membership Interests") prior to the Effective Time shall be converted into membership interests of the Surviving Company (the "Merger Consideration"). It is the intent of this Agreement that, as a result of the Merger, the existing members of the Foreign Entity will own a collective 100% in the Surviving Company.

ARTICLE III
Managers

Section 3.1 Managers. From and after the Effective Time, the Managers of the Surviving Company shall be Robert Heller and Christopher Counts.

ARTICLE IV
Conditions to the Closing

Section 4.1 Other Approvals. No order, decree, ruling, judgment or injunction enacted, entered, promulgated or issued by any governmental authority of competent jurisdiction making illegal or otherwise prohibiting the Merger and consummation of the transactions contemplated by this Agreement shall be in effect.

ARTICLE V
Termination

Section 5.1 Termination. At any time prior to the filing of the Articles of Merger with the Secretary of State of Georgia, the Members of the Foreign Entity may terminate and abandon this Agreement.

ARTICLE VI
Miscellaneous


Section 6.1 Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

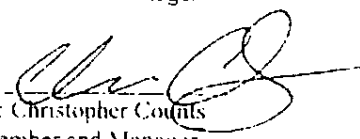
Section 6.2 Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Constituent Companies have each caused this Agreement and Plan of Merger to be executed by their duly authorized directors and managers, as of the Agreement Date


THE FOREIGN ENTITY:
TALON PROPERTY SERVICES, LLC, a
Florida limited liability company

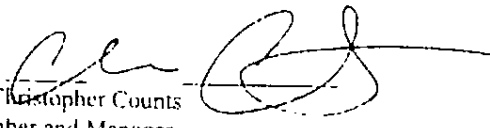
By: 
Name: Robert Heller
Its: Member and Manager

By: 
Name: Christopher Counts
Its: Member and Manager

[Corporate Seal]

THE COMPANY:
TALON PROPERTY SERVICES, LLC, a
Georgia limited liability company

By: 
Name: Robert Heller
Its: Member and Manager

By: 
Name: Christopher Counts
Its: Member and Manager

[Corporate Seal]



Secretary of State

**OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION**

2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 656-2817
sos.ga.gov

Electronically Filed
Secretary of State
Filing Date: 8/15/2022 2:54:25 PM

**TRANSMITTAL INFORMATION FORM
MERGER**

1. 23617236
Filing Number

2. Nicole Abney
Name of Person Filing Merger

49 Atlanta Street
Address

Marietta
City

GA
State

30060
Zip Code

3. Submitted with this filing is a filing fee of \$20.00 payable to "Secretary of State". Filing fees are non-refundable.

I understand that this Transmittal Information Form is included as part of my filing, and the information on this form will be entered in the Secretary of State business entity database. I certify that the above information is true and correct to the best of my knowledge.

Nicole Abney
Signature of Authorized Person